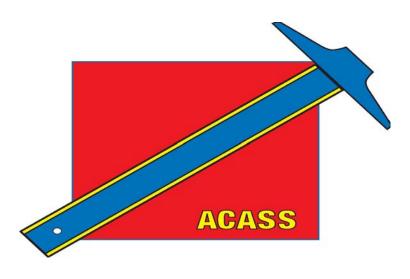


# ARCHITECT-ENGINEER CONTRACT ADMINISTRATION SUPPORT SYSTEM (ACASS) POLICY GUIDE



**May 2010** 

https://www.cpars.csd.disa.mil/acassmain.htm

#### **Summary of Major Revisions**

- 1. Section 1 Purpose has been revised to state "All assessments require a factual narrative in Block 20, regardless of the assigned rating. The value of ACASS performance evaluations links directly to the care the Assessing Official (AO) takes preparing the narrative. A carefully written narrative establishes credible, supportable ratings. Ratings must conform to the definitions at Attachment 1, page A1-1. The AO must include at least the following in the narrative: discussion of problems or successes experienced; whether problems resulted from the contractor, government, or other factors, and an indication of how well the contractor resolved the problems."
- 2. Attachment 1 Evaluation Rating Definitions has been revised to delete the following sentence, "These terms are subjective and are not derived through use of any mathematical computations or formulas."
- 3. Attachment 1 Evaluation Rating Definitions has been revised to state "All assessments require a factual narrative, regardless of adjectival rating. Even "satisfactory" ratings require narrative support."
- 4. Attachment 1 Evaluation Ratings Definitions has been revised to state "To justify a Satisfactory rating, the narrative in Block 20 must describe only minor problems, major problems from which the contractor recovered without impact to the contract, and include no significant weaknesses."

## ARCHITECT-ENGINEER CONTRACT ADMINISTRATION SUPPORT SYSTEM (ACASS) POLICY GUIDE

#### Introduction

The Federal Acquisition Regulation (FAR) requires that contractor performance information be collected (FAR Part 42) and used in source selection evaluations (FAR Part 15). In October 2004, the Department of Defense (DoD) Business Transformation Agency (BTA) was established to manage DoD's e-business enterprise solutions, including the Contractor Performance Assessment Reporting System (CPARS). On October 1, 2009, management of CPARS transitioned from BTA to the Defense Logistics Agency (DLA). ACASS is a sub-module of CPARS.

The ACASS process establishes procedures for the collection and use of Past Performance Information (PPI) for Architect-Engineer contracts. The architect-engineer business sector reporting threshold, is >\$30,000. In addition, evaluations shall be prepared for all contracts terminated for default regardless of dollar value (FAR Subpart 42.1502). The ACASS rating elements appear in Attachment 1. ACASS-generated PPI is one of the tools used to communicate contractor strengths and weaknesses to source selection officials and Contracting Officers. Communication between the Government and contractor during the performance period is encouraged. The contractor performance evaluation contained in the ACASS is a method of recording contractor performance and should not be the sole method for reporting it to the contractor. ACASS should be an objective report of the performance during a period against the contract requirements. Usage of the automated ACASS collection capability is aimed at reducing reliance on paper, improving the business process, and being more efficient. This is one of several initiatives DoD has deployed to meet the Federal Government paperless contracting mandates. On December 17, 2004, the DoD Acquisition Technology and Logistics Defense Procurement and Acquisition Policy office designated CPARS as the Department's solution for collecting contractor performance information. ACASS collects contractor performance information and passes it to the Federal Past Performance Information Retrieval System (PPIRS) where it can be retrieved by Federal Government Agencies including the DoD.

The ACASS Automated Information System (AIS) collection tool and other CPARS information can be accessed at <a href="http://www.cpars.csd.disa.mil">http://www.cpars.csd.disa.mil</a>. For Policy and Functional assistance, contact the Contractor Appraisal Information Center at Voice Phone (503) 808-4590 or through email to: CENWP-CAIC@usace.army.mil. For Technical assistance, contact the Customer Support Desk at Voice Phone: (207) 438-1690 or DSN: 684-1690 or through email to: <a href="webptsmh@navy.mil">webptsmh@navy.mil</a>

All ACASS information is treated as "For Official Use Only (FOUO)/Source Selection Information – see FAR 2.101 and 3.104" in accordance with FAR Subparts 2.101 and 3.104 and the *DoD Guide to Collection and Use of Past Performance Information*. ACASS is selection panel sensitive information because it is used to support ongoing selections. ACASS evaluations have the unique characteristic of being pre-decisional in nature. Distribution of ACASS evaluations among activities, for selection purposes, will be made solely through use of the Federal PPIRS system at: <a href="http://www.ppirs.gov/">http://www.ppirs.gov/</a>. Access to the ACASS system will be restricted to those individuals with an official need to know.

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## ARCHITECT-ENGINEER CONTRACT ADMINISTRATION SUPPORT SYSTEM (ACASS) POLICY

#### Section A - Policy

This document sets policy, assigns responsibilities and provides procedures for systematically assessing contractor performance as required by FAR Part 42.

ACASS is an automated database of performance evaluations on architect-engineer contractors. ACASS provides past performance information for Federal Government selection officials and Contracting Officers to aid them in their process of evaluating architect-engineer contractors' past performance. A-E services are defined in FAR 2.101.

In addition to data on contractor performance being available for use in selections through the PPIRS, ACASS also has the Business Analysis Reports<sup>1</sup> (BAR) access level, available to Government personnel. BAR information may only be used to support official Government business. Access is granted upon the completion of a signed Business Analysis Reports User Access Request Form available at <a href="https://www.cpars.csd.disa.mil/accessforms/userforms.htm">https://www.cpars.csd.disa.mil/accessforms/userforms.htm</a>. The BAR's Consolidated Report allows users to retrieve each firm's completed performance evaluations to be used for purposes other than for a selection panel, DoD contract award history with 1-1/2 years of contract data<sup>2</sup> on a given firm received from the Federal Procurement Data System-Next Generation (FPDS-NG), and the firm's Architect-Engineer qualifications (Standard Form (SF) 330, Part II) which is part of the On-Line Representations and Certifications Application (ORCA) located at: <a href="https://orca.bpn.gov/">https://orca.bpn.gov/</a>. The SF330 Qualified Firm Search is available in ACASS only and allows users to query for specific A-E qualifications whenever emergent work requirements arise.

#### 1. Purpose

The primary purpose of ACASS AIS is to ensure that data on contractor performance is current and available for use in selections through the PPIRS. Performance evaluations will be used as a resource in awarding contracts and task orders to contractors who have a history of completing quality and on-time architect-engineer contracts/projects that conform to contractual requirements. ACASS performance evaluations communicate contractor strengths and weaknesses to selection officials. In addition to the sources of information outlined in FAR 9.105-1(c), the contracting officer should use information available through PPIRS to support responsibility determinations of prospective contractors. Acquisition officials may use summary information derived from ACASS performance evaluations for other management purposes consistent with DoD guidance and policy. Individual performance evaluations will not be used for any purposes other than as stated in this paragraph.

<sup>&</sup>lt;sup>1</sup> For more information on ACASS Business Analysis Reports/Consolidated Reports process go to the ACASS/CCASS Users Manual at: https://www.cpars.csd.disa.mil/cparsfiles/acass/acassref.htm

<sup>&</sup>lt;sup>2</sup> Award history includes contracts and individual task/delivery orders.

The ACASS performance evaluation assesses a contractor's performance, both positive and negative, and provides a record on a given contract/project. Each evaluation must be based on an objective assessment of the criteria as supported by actual data on project performance and contract management. Subjective evaluations concerning the cause or ramifications of the contractor's performance may be provided, however, speculation or conjecture must not be included. <a href="Attachment 2">Attachment 2</a> to this document contains the specific areas to be evaluated for architect-engineer contracts. A best practice is to include and discuss performance expectations in the pre-design meeting or during negotiations.

All assessments require a factual narrative in Block 20, regardless of the assigned rating. The value of ACASS performance evaluations links directly to the care the Assessing Official (AO) takes preparing the narrative. A carefully written narrative establishes credible, supportable ratings. Ratings must conform to the definitions at Attachment 1, page A1-1. The AO must include at least the following narrative: discussion of problems or successes experienced; whether problems resulted from the contractor, government, or other factors, and an indication of how well the contractor resolved the problems.

The ACASS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of contractor performance. Both Government and contractor performance perspectives are captured on the architect-engineer performance evaluation and together make a complete record.

#### 1.1 Principles

Accurate and timely performance evaluations support the objective of continuously improving the quality of A-E services.

The performance of A-E firms will be evaluated fairly and objectively.

A-E firms shall be kept apprised of the quality of their work throughout contract performance and will have access to their firm's completed performance evaluations.

#### 2. Applicability and Scope

PPI must be collected, and an Architect-Engineer performance evaluation (Department of Defense (DD Form 2631) completed, on A-E contracts meeting the business sector thresholds found in FAR Subpart 42.1502. At the requiring activity's option, or as established by Agency regulations, performance evaluations may be completed for contracts less than the threshold established in FAR Part 42. The contract thresholds for A-E performance evaluation collection apply to the "aggregate" value of the contract. This is, if a contract's original face value were less than the applicable threshold but subsequently the contract was modified and the "new" value is greater than the threshold, then an evaluation is required, starting with the first anniversary that the contract's face value exceeded the threshold. If the total contract value including unexercised options and orders is expected to exceed the dollar threshold, initiate the PPI collection process at the start of the contract, or delivery/task order.<sup>3</sup> This also applies to indefinite-delivery indefinite-quantity (IDIQ) contracts, with a total estimated value of unexercised options and orders in excess of the FAR dollar thresholds.

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<sup>&</sup>lt;sup>3</sup> Reporting requirements differ by agency. Check regulations to determine agency reporting requirements.

#### 3. Timeliness

All new contracts meeting the reporting threshold shall be registered in the automated ACASS within 30 days of contract/task order award. Registering the contract will create the record and facilitate subsequent performance evaluation reporting.

The performance evaluation shall be prepared at the time of final acceptance of the work, at the time of contract termination, when contractor's performance is unsatisfactory, or at other times, as appropriate, in accordance with agency procedures.

#### 4. Additional Guidance

#### 4.1 <u>Design-Build Contracts</u>

Design-Build contracts are construction contracts and, therefore, should utilize the Construction Contractor Appraisal Support System (CCASS) for documenting contractor performance.

#### 4.2 <u>Indefinite-Delivery Contracts, Basic Ordering Agreements (BOAs) and Blanket</u> Purchase Agreements (BPAs)

The requiring activity must complete an evaluation in accordance with the reporting threshold. For indefinite-delivery contracts and BPAs, the office issuing the contract or agreement will determine whether evaluations will be completed:

- On each order meeting the FAR threshold and combining all other orders into one evaluation
- On each order
- By combining all orders into one evaluation, regardless of their dollar value

In cases where each order is below the reporting threshold and, combined, they add up to the reporting threshold, complete an evaluation at the basic contract or agreement level in ACASS by combining all orders, provided that a single ordering/requiring activity exists and the effort on each order is similar. Combining orders into one evaluation is not feasible when the requiring activities differ, when contracts are used by multiple activities or agencies, or when individual orders could be significantly different. When orders are combined, the narrative describing the contractor's performance on each order, both positive and negative, must be included so that the breadth and quality of information is available for source selection official use.

For BOA orders, an evaluation should only be completed on each order meeting the reporting threshold.

If a consolidated evaluation for all orders is accomplished, where possible, each order number and title may be included in Block 20. Narrative must be provided on the contractor's performance on each order (in Block 20) so that the breadth and quality of information on the order is available for source selection official use.

#### 4.3 Best Practice

It is a best practice to prepare an Interim performance evaluation under the following conditions:

- An Interim evaluation will be prepared when a contractor's overall performance (*Block 12*) is "marginal" or "unsatisfactory". An Interim evaluation formally puts a contractor on notice that its performance is unacceptable and makes the information on the contractor's performance available in PPIRS to selection officials. Any Interim "marginal" or "unsatisfactory" evaluations and a summary of any actions the contractor took to remedy the deficiencies shall be recorded in Block 20, "Remarks" of the final evaluation.
- An Interim evaluation can be prepared at other times, as appropriate, at the Government's discretion.

#### **4.4** Classified Contracts

Performance evaluations on classified contracts (although not exempt from past performance evaluations) will be processed, distributed and maintained in accordance with agency security requirements. Classified contract information will <u>not</u> be entered into the ACASS AIS. Only in the case of classified information will paper copies will be used for evaluations.

#### **4.5** Commercial Use of Evaluations

Contractors are prohibited from the use of or reference to ACASS data for advertising, promotional material, pre-award surveys, production readiness reviews, or other similar purposes.

#### **Section B – Changes in the Automated ACASS**

#### 5. Assessing/Rating Official (AO)

The "Rating Official" (block 14a of the DD Form 2631) is also referred to as the "Assessing Official" (AO) in the ACASS. The system also allows the assignment of one or more "Assessing Official Representatives" (AORs). The Assessing Official and Assessing Official Representatives must be Government employees. These individuals include personnel who are knowledgeable of the work being evaluated, and they have the capability to input ratings and remarks into blocks 16 through 20 of the DD Form 2631. However, the Assessing Official is responsible for reviewing the draft evaluation and forwarding it to the contractor for review and comment. Only the Assessing Official's name and contact information is entered in block 14a of the DD Form 2631.

#### 5.1 Contract Registration

All new contracts meeting the threshold shall be registered in the automated ACASS within 30 days of contract/task order award. Registering the contract will create the record and facilitate subsequent performance evaluation reporting.

#### 5.2 Contractor Risks

Assessing Officials must consider contractor risks whenever evaluating contractor performance. This should be addressed in the Remarks block of the DD Form 2631.

#### 5.3 <u>Contractor's Response</u>

Contractors have the opportunity to review all evaluations, and are given 30 days to review and comment. The government Assessing Official has the option of allowing the contractor additional time to respond whenever circumstances warrant such an extension.

#### **5.4** Evaluations Replaced by Subsequent Evaluations

Interim reports are replaced in total by subsequent Interim or Final Reports. Evaluators should copy-and-paste pertinent, historical performance information from previous Interim reports to the subsequent report to ensure a complete record of the contractor's performance is available for selection officials.

#### 5.5 Final Evaluations

A final performance evaluation shall be prepared at the time of final acceptance of the work, at the time of contract termination, or at other times, as appropriate, in accordance with agency procedures.

A final evaluation will be completed after completion of each contract or task order (meeting the threshold guidelines) for A-E design or engineering services. For engineering services not directly related to design, the evaluation shall be completed after acceptance of A-E products. For design services, the evaluation shall be completed after the construction bid opening unless the construction is delayed, in which case the evaluation shall be completed after acceptance of the A-E design.

A separate evaluation shall be completed after substantial physical completion of each construction project based on an A-E design where the price of the A-E services meets threshold guidelines. This evaluation shall be prepared by appropriate personnel knowledgeable of the construction of the project and shall not replace the evaluation prepared after the design was completed. Ordinarily, the evaluating official should be the person most familiar with the A-E's performance.

#### 5.6 Remarks

The Assessing Official, Contractor's Representative, and Reviewing Official (RO) are <u>each</u> allotted 16,000 characters (approximately 3 type-written pages) for their remarks.

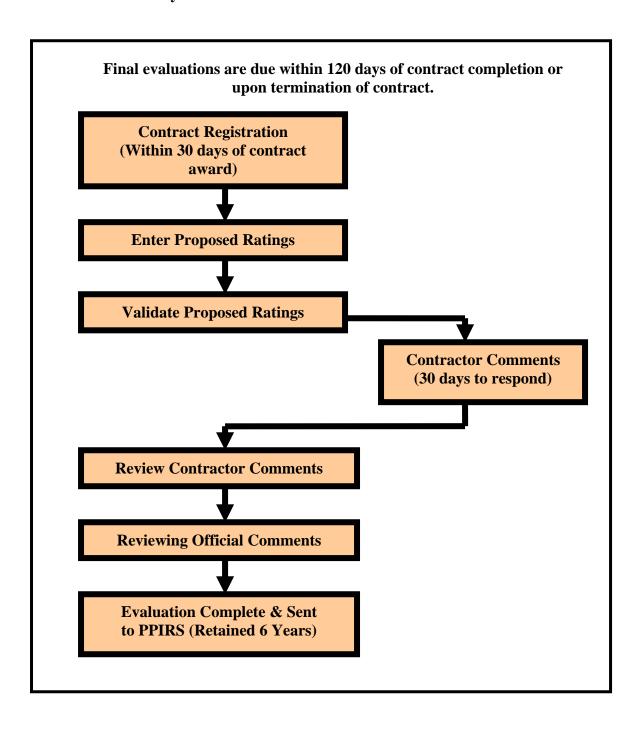
#### **5.7** Routing Evaluations

Evaluations are routed automatically through the ACASS electronic workflow. Whenever forwarding evaluations for action, ACASS will send automatic e-mail notifications to assure the responsible person is aware that action is required on the evaluation. For additional details, refer to the ACASS/CCASS User's Manual, at <a href="https://www.cpars.csd.disa.mil/cparsfiles/acass/acassref.htm">https://www.cpars.csd.disa.mil/cparsfiles/acass/acassref.htm</a>.

### 5.8 Subcontractor Evaluations

Evaluations should not be prepared for subcontractors. ACASS is designed to assess prime contractor performance. In those evaluation areas where subcontractor actions have significantly influenced the prime contractor's performance, record the subcontractor's name and Data Universal Numbering System (DUNS) number in Block 7b (Description of Project) and actions in Block 20 (Remarks) of the DD Form 2631. Subcontractor's name and DUNS number included in block 7b are searchable by the Past Performance Information Retrieval System (PPIRS).

Section C – Summary of ACASS Work Flow <sup>1</sup>



<sup>&</sup>lt;sup>1</sup> For more information on the ACASS Work Flow and the correlation between defined access levels and steps in the business process, go to the ACASS/CCASS Users Manual (System Overview) at: <a href="https://www.cpars.csd.disa.mil/cparsfiles/acass/acassref.htm">https://www.cpars.csd.disa.mil/cparsfiles/acass/acassref.htm</a>

#### Section D – Roles and Responsibilities

DoD Activities are responsible for overseeing the implementation of the ACASS process within their respective organizations. Assessing Officials (AOs), Reviewing Officials (ROs) and Focal Points (FPs) will normally be designated from within the activity that identifies the requirement and is in the best position to evaluate contractor performance. These roles may only be filled by government employees.

#### 6. Requiring Activity

The requiring activity will establish procedures to implement ACASS. These procedures will include training requirements for Focal Points (FPs), Contract Data Entry personnel, Assessing Official Representatives (AORs), Assessing Officials (AOs), Contractor Representatives, and Reviewing Officials (ROs). Contracting activities are also responsible to ensure procedures for monitoring the timely completion of reports and report integrity (e.g., quality of reports) are in place. Compliance with submittal requirements by dollar value threshold should be monitored by comparison of contract award history information maintained by other computer systems, with ACASS performance evaluations actually submitted.

- Establish an ACASS Focal Point.
- Establish procedures to ensure registration of all contracts meeting the thresholds in ACASS within 30 days of contract/task order award. Registering the contract will create the record and facilitate subsequent performance evaluation reporting.
- The Requiring Activity is responsible for establishing a process to ensure preparation of a final evaluation for all contracts meeting the thresholds in ACASS within 120 days of completion of the contract/task order.

#### **6.1** Focal Point (FP)

The Focal Point obtains access by completing a Focal Point Access Request Form located at the ACASS website, <a href="https://www.cpars.csd.disa.mil/accessforms/userforms.htm">https://www.cpars.csd.disa.mil/accessforms/userforms.htm</a> and is responsible for the collection, distribution, and control of performance evaluations. The Focal Point will assist the Assessing Official and Reviewing Official in implementing ACASS by providing training and other administrative assistance to ensure that evaluations are timely and in compliance with this guidance. This role may only be filled by a government employee. The Focal Point is responsible for:

- Training.
- Ensure registration of all new contracts.
- Automatically register contracts.
- Assigning access authorization for Government and contractor personnel (complete
  access authorization based on information from the Contracting Officer,
  Program/Project Manager, Assessing Official and contractor personnel authorized to
  appoint a designated representative).
- Control and monitoring of performance evaluations, including the status of overdue evaluations. The ACASS Focal Point at each activity is responsible for monitoring the status of overdue evaluations. Local processes should be established for the Focal Point to notify the Activity Commander, if applicable, of evaluations more than 30 days overdue.

- ACASS account management and maintenance (e.g., <u>user</u> access changes).
- Establishing processes to monitor the integrity (e.g., quality) of the report.
- Compliance with submittal requirements by dollar value threshold should be monitored by comparison of contract award history information maintained by other computer systems, with performance evaluations actually submitted.

#### **6.2** Contract Data Entry

The data entry process is typically assigned on a contract-by-contract basis to the Contracting Officer, Contract Specialist, or other individual participants for the portion of the workflow for which they are responsible. The Contract Data Entry access level is not required if contracts are registered by the Focal Point, AOR or AO. This is the only Government role that can be assigned to a non-Government employee (e.g., support contractor). Responsibilities include:

 Register new contracts meeting the thresholds in ACASS within 30 days of contract/task order award. Registering the contract will create the record and facilitate subsequent performance evaluation reporting.

#### **6.3** Assessing Official Representatives (AORs)

AORs may initiate the evaluation process and typically are assigned from the technical, functional, quality assurance, specialty, project management or contracting offices. ACASS allows multiple AORs to be assigned per contract. Each assigned AOR has the capability of inputting and reviewing performance information. The AOR access level is an optional level as factual input could be provided to the project team or AO directly. This role may only be filled by a government employee. AORs are generally responsible for:

- If not assigned to one of the other roles, register new contracts meeting the thresholds in ACASS within 30 days of contract/task order award. Registering the contract will create the record and facilitate subsequent performance evaluation reporting.
- Providing timely, objective and quality evaluation information to the AO.
- Coordination, when multiple AORs are given access to an evaluation, is required to determine which AOR will select "Validate and Send to the Assessing Official" since any AOR who has access to the evaluation has that capability. Once the evaluation is forwarded to the AO, AORs are no longer able to edit the evaluation.
- Assisting the AO or RO, as necessary.

#### 6.4 <u>Assessing Official (AO)</u>

The Assessing Official is responsible for evaluating contractor performance. The Assessing Official has overall responsibility for execution and achievement of project goals and reviewing, signing, and processing the performance evaluation. *UserID/password authorization access in the ACASS and its requirement for 128-bit encryption is equivalent to signature by the AO*. AOs are encouraged to foster communication between the Government and contractor about their performance evaluation during the entire contract term and contractor evaluation process. This role may only be filled by a government employee. AO responsibility includes:

- Register new contracts meeting the thresholds in ACASS within 30 days of contract/task order award if the contract has not previously been registered.
- Registering the contract will create the record and facilitate subsequent performance evaluation reporting.
- Ensuring performance input from the project management team (technical, functional, quality assurance, contracting and end users) is included in the evaluation.
- Review of the evaluation information provided by the AORs.
- Input of evaluation information.
- Quality review of the entire evaluation including coordination with the Contracting Officer and Reviewing Official.
- Forwarding the Government evaluation information to the Contractor Representative.
- Review comments from the Contractor Representative once the evaluation has been returned by the contractor.
- Attempt to contact the Contractor Representative by telephone or email if a response has not been received within 30 days and document actions taken.
- Modify the evaluation after review of contractor comments, if necessary. A modified
  evaluation will not be sent to the contractor for further comment. The contractor will
  have read-only access to the modified evaluation in ACASS when the evaluation is
  completed by the Reviewing Official.

#### **6.5** Contractor Representative

The contractor shall designate a representative to whom the evaluation will be sent automatically and electronically. The name and e-mail address of the Contractor Representative shall be provided to the AO who will, in turn, provide that information to the Focal Point for authorization access. It is the contractor's responsibility to inform the Government (AO/Focal Point) of any changes in the contractor's designation of Contractor Representative and other contractor personnel. The contractor representative has the authority to:

- Receive the performance evaluation from the AO.
- Review/comment/return evaluation to AO within 30 days. If the contractor desires a meeting to discuss the performance evaluation, it must be requested, in writing, no later than seven calendar days from the receipt of the performance evaluation. This meeting will be held during the contractor's 30 day review period.

#### **6.6** Reviewing Official (RO)

The RO, normally at an organizational level above that of the Assessing Official, facilitates timely review of performance evaluations, and signs the evaluation. The RO provides the check-and-balance needed to ensure report integrity, especially when there is disagreement between the Assessing Official and the contractor. This is usually indicated by the contractor selecting the "I do not concur with this evaluation and request that it be reevaluated" option on the draft evaluation form. The RO is also responsible for making the final decision. This role may only be filled by a government employee. The RO has the authority to:

• Provide narrative comment (the RO's comments supplement those provided by the AO; they do not replace the ratings/narratives provided by the AO).



#### **Section E – Types of Evaluations**

#### 7. <u>Interim Evaluations</u>

An Interim performance evaluation will be prepared under the following conditions:

- A cumulative, Interim evaluation will be prepared at least annually when the contract/task order term is 18 months or more.
- An Interim evaluation will be prepared when a contractor's overall performance (*Block 12*) is "marginal" or "unsatisfactory". An Interim evaluation formally puts a contractor on notice that its performance is unacceptable and to make the information on the contractor's performance available to selection officials in PPIRS. Any Interim "marginal" or "unsatisfactory" evaluations and a summary of any actions the contractor took to remedy the deficiencies shall be recorded in Block 20, "Remarks" of the final evaluation.
- An Interim evaluation can be prepared at other times, as appropriate, at the Government's discretion.

#### **7.1** Final Evaluations

A Final performance evaluation will be completed upon contract completion or termination of each phase of work (Design, Engineering Services, and Construction). The final performance evaluation for each phase replaces Interim evaluations and should summarize significant information for the life of the contract.

#### **Section F – Administrative Information**

#### 8. Records Retention and Disposition

All records created under this document will be retained and disposed of in accordance with agency procedures and any applicable program security requirements.

#### 9. Evaluation Markings and Protection

Those granted access to the ACASS are responsible for ensuring that evaluations are appropriately marked and handled. All evaluation forms, attachments and working papers must be marked "FOR OFFICIAL USE ONLY/SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104" according to Freedom of Information Act Program, FAR 3.104, and 41 USC Sect. 423. As evaluations contain Source Selection / Business Sensitive performance information, it is prohibited to transmit evaluations as an attachment to email.

Evaluations may also contain information that is proprietary to the contractor. Information contained on the evaluation, such as trade secrets and protected commercial or financial data obtained from the contractor in confidence, must be protected from unauthorized disclosure. AOs and ROs shall annotate on the evaluation if it contains material that is a trade secret, etc., to ensure that future readers of the evaluations in the PPIRS are informed and will protect as required. The following guidance applies to protection both internal and external to the government:

#### 10. Internal Government Protection

Evaluations must be treated as source selection information at all times. Information contained in the evaluation must be protected in the same manner as information contained in source selection files. (See FAR 3.104 and 41 USC Sect. 423)

#### 11. External Government Protection

All ACASS information is treated as "For Official Use Only/Source Selection Information" in accordance with FAR 2.101 and 3.104 and the *DoD Guide to Collection and Use of Past Performance Information*.

Due to the sensitive nature of ACASS performance evaluations, disclosure of performance data to contractors other than the contractor that is the subject of the report, or other entities outside the Government, is not authorized. Disclosure of performance data to advisory and assistance support contractors other than the contractor that is the subject of the report is strictly prohibited. A contractor will be granted access to its performance evaluations maintained in the ACASS AIS by the activity Focal Point.

#### 12. Freedom of Information Act (FOIA)

Contractor performance information is privileged source selection information. It is also protected by the Privacy Act and is not releasable under the Freedom of Information Act. Performance assessments may be withheld from public disclosure under Exemption 5 of

the Freedom of Information Act. The unit FOIA office must coordinate the request with the ACASS PMO and local Focal Point.

## Attachments

- 1. Evaluation Ratings Definitions
- 2. Guidance for Documenting Contractor Performance Evaluations
- **3.** Form and Instructions for Completing an Architect-Engineer DD Form 2631
- **4.** List of Acronyms

# Evaluation Ratings Definitions (Excludes Implementation of Small Business Subcontracting Plan)

Performance ratings are described by one of the following five adjectives: Exceptional, Very Good, Satisfactory, Marginal and Unsatisfactory. All assessments require a factual narrative, regardless of adjectival rating. Even "satisfactory" ratings require narrative support.

**Exceptional** — Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

• Note: To justify an Exceptional rating, you should include a narrative in Block 20 that identifies multiple SIGNIFICANT events that illustrate the rating(s) selected in blocks 16 through 19 and state how it was a benefit to the GOVERNMENT. A singular benefit could be of such magnitude, however, that it alone constitutes an Exceptional rating. Also, there should have been no SIGNIFICANT weaknesses identified. A description of the significant events should be included in Block 20, Remarks.

**Very Good** – Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

• Note: To justify a Very Good rating, you should include a narrative in Block 20 that identifies a SIGNIFICANT event that illustrates the rating(s) selected in blocks 16 through 19 and state how it was a benefit to the GOVERNMENT. Also there should have been no SIGNIFICANT weaknesses identified. A description of the significant events should be included in Block 20, Remarks.

**Satisfactory** – Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

• Note: To justify a Satisfactory rating, the narrative in Block 20 must describe only minor problems, major problems from which the contractor recovered without impact to the contract, and include no significant weaknesses. Per DoD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

**Marginal** – Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

• Note: To justify Marginal performance, you should include a narrative in Block 20 that identifies a SIGNIFICANT event that illustrates the rating(s) selected in blocks 16 through 19 that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety, or Environmental Deficiency Report or letter).

**Unsatisfactory** – Performance does not meet significant contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

• Note: To justify an Unsatisfactory rating, you should include a narrative in Block 20 that identifies multiple SIGNIFICANT events that illustrate the rating(s) selected in blocks 16 through 19 that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety, or Environmental Deficiency Reports, or letters).

# **Evaluation Ratings Definitions**(Implementation of Small Business Subcontracting Plan)

**Exceptional** – Exceeded all negotiated subcontracting goals or exceeded at least one goal and met all of the other negotiated subcontracting goals for the current period. Had exceptional success with initiatives to assist, promote, and utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), HUBZone small business, veteran-owned small business (VOSB) and service disabled veteran owned small business (SDVOSB). Complied with FAR 52.219-8, Utilization of Small Business Concerns. Exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.

• Note: To justify an Exceptional rating, identify multiple significant events and state how they were a benefit to small business utilization. A singular benefit, however, could be of such magnitude that it constitutes an Exceptional rating. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such a cleaning offices, supplies, landscaping, etc. Also, there should have been no significant weaknesses identified.

**Very Good** – Met all of the negotiated subcontracting goals in the traditional socio-economic categories (SB, SDB, and WOSB) and met at least one of the other socio-economic goals (HUBZone, VOSB, SDVOSB) for the current period. Had significant success with initiatives to assist, promote and utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met or exceeded any other small business participation requirements incorporated in the contract, including the use of small businesses in mission critical aspects of the program. Endeavored to go above and beyond the required elements of the subcontracting plan. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.

• Note: To justify a Very Good rating, identify a significant event and state how they were a benefit to small business utilization. Ensure that small businesses are given meaningful, innovative work directly related to the project, rather than peripheral work, such as cleaning offices, supplies, landscaping, etc. There should be no significant weaknesses identified.

**Satisfactory** – Demonstrated a good faith effort to meet all of the negotiated subcontracting goals in the various socio-economic categories for the current period. Complied with FAR 52.219-8, Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract. Fulfilled the requirements of the subcontracting plan included in the contract. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.

• Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor has addressed or taken corrective action. There should have been no significant weaknesses identified. Per DoD policy, a fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.

Marginal – Deficient in meeting key subcontracting plan elements. Deficient in complying with FAR 52.219-8, Utilization of Small Business Concerns, and any other small business participation requirements in the contract. Did not submit Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate or timely manner. Failed to satisfy one or more requirements of a corrective action plan currently in place; however, does show an interest in bringing performance to a satisfactory level and has demonstrated a commitment to apply the necessary resources to do so. Required a corrective action plan.

• Note: To justify Marginal performance, identify a significant event that the contractor had trouble overcoming and how it impacted small business utilization. A Marginal rating should be supported by referencing the actions taken by the government that notified the contractor of the contractual deficiency.

**Unsatisfactory** – Noncompliant with FAR 52.219-8 and 52.219-9, DFARS 252.219-7003, and any other small business participation requirements in the contract. Did not submit Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate or timely manner. Showed little interest in bringing performance to a satisfactory level or is generally uncooperative. Required a corrective action plan.

• Note: To justify an Unsatisfactory rating, identify multiple significant events that the contractor had trouble overcoming and state how it impacted small business utilization. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the actions taken by the government to notify the contractor of the deficiencies. When an Unsatisfactory rating is justified, the contracting officer must consider whether the contractor made a good faith effort to comply with the requirements of the subcontracting plan required by FAR 52.219-9 and follow the procedures outlined in FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

NOTE 1: For subcontracting plans under the DoD Comprehensive Small Business Subcontracting Plan (Test Program), DFARS 252.219-7004, the ratings entered in ACASS shall mirror those assigned by the Defense Contract Management Agency who is responsible for monitoring such plans.

NOTE 2: Generally, zero percent is not a goal unless the Contracting Officer determined when negotiating the subcontracting plan that no subcontracting opportunities exist in a particular socio-economic category. In such cases, the contractor shall be considered to have met the goal for any socio-economic category where the goal negotiated in the plan was zero.

#### **Guidance for Documenting Contractor Performance Evaluations**

There are several reasons why it is extremely important to document the performance of an A-E contractor. The performance documentation can be used to establish in writing the case for possible future termination; and also as a tool to motivate improved performance on existing contracts. Performance evaluations are also used during future selection panels to award contracts on a best value basis.

However, the question that continues to be asked is, "what constitutes adequate documentation for performance appraisal?" It is suggested that the following questions be asked as a starting point when evaluating a contractor's performance with respect to each rated element.

- **a. Quality of Work (Contractor Quality Control):** Quality of Work reflects the contractor's management of the quality control program, as well as the quality of the work itself. Questions which should be addressed are as follows: Has a quality product been provided? If not, specifically describe the deficiency in quality and the shortcomings in the contractor's quality control system responsible for it, for example:
- Inadequate control
- Failure to address review comments
- Inadequate Independent Technical Review
- Plans not coordinated with specifications
- Failure to coordinate between disciplines
- Failure to comply with design criteria

To support the assigned rating, Block 20, Remarks, of the DD Form 2631 should contain sufficient comments, based on supporting documentation and include success and failures as well as specific corrective actions as appropriate.

- **b. Compliance with Schedules and Milestones:** Is the contractor completing the design/engineering services activities in a timely manner? This includes administrative activities, as well as meeting all scheduled milestones in the design process. Did the contractor adequately schedule the work? Has the contractor met administrative milestone dates? Has the contractor met physical milestone dates specified by contract or agreed to in the project schedule? If the schedule has slipped through the contractor's fault or negligence, has he taken appropriate corrective action of his own volition? Has the contractor furnished all required deliverables on or ahead of schedule?
- **c.** Effectiveness of Management: Are the contractor's management personnel exhibiting the capacity to adequately plan, schedule, resource, organize and otherwise manage the work? If not, describe and relate to other rated elements.
  - **c.1 Implementation of Small Business Subcontracting Plan:** FAR Subpart 19.7 and 15 U.S.C. 637 contains statutory requirements for complying with the Small Business Subcontracting Program. Assess whether the contractor provided maximum practicable opportunity for Small Business (including Alaska Native Corporations (ANCs) and

Indian Tribes) (including Small Disadvantaged Businesses (which also includes ANCs and Indian Tribes), Women Owned Small Businesses, HUBZone, Veteran Owned, Service Disabled Veteran Owned Small Business, Historically Black Colleges and Minority Institutions and ANCs and Indian Tribes that are not Small Disadvantaged Businesses or Small Businesses) to participate in contract performance consistent with efficient performance of the contract.

- **c.2.** Assess compliance with all terms and conditions in the contract relating to Small Business participation (including FAR 52.219-8, Utilization of Small Businesses and FAR 52.219-9, Small Business Subcontracting Plan (when required) and DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts). Where applicable, assess compliance with DoD comprehensive subcontracting plan (DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program)) including any program specific data required in the contract. Assess any small business participation goals which are stated separately in the contract (DFARS 215.304.) Assess achievement on each individual goal stated within the contract or subcontracting plan including good faith effort if the goal was not achieved.
- **c.3.** It may be necessary to seek input from the Small Business specialist, ACO or PCO in regards to the contractor's compliance with these criteria, especially when a comprehensive plan is submitted. In cases where the contractor has a comprehensive subcontracting plan, request DCMA Comprehensive Subcontracting Plan Manager to provide input including any program specific performance information.
- **c.4.** For contracts subject to a commercial subcontracting plan, the Implementation of Small Business Subcontracting Plan factor should be rated "satisfactory" as long as an approved plan remains in place, unless liquidated damages have been assessed by the contracting officer who approved the commercial plan (see FAR 19.705-7(h)). In such case, the Implementation of Small Business Subcontracting Plan area must be rated "unsatisfactory".
- **c.5.** In accordance FAR 19.705-2(e) a contract may have no more than one subcontracting plan. Evaluations of the implementation of small business subcontracting plan are required for contracts and orders placed against basic ordering agreement (BOA) and blanket purchase agreement (BPA) if a subcontracting plan is required. Evaluations of implementation of small business subcontracting plan for single-agency task orders and delivery orders (to include FSS) are not required and shall not be accomplished unless the contracting officer determines that such evaluations would produce more useful past performance information for source selection officials than that contained in the overall contract evaluation. Execution of any subcontracting plan may be addressed in block 20.
- **c.6.** Ratings will be in accordance with definitions described in <u>Attachment 1, "Evaluation Ratings Definitions (Implementation of Small Business Subcontracting Plan)."</u>
- **d. Compliance with Cost Limitations:** Has the contractor provided a design that can be constructed with the available funds? Has the contractor notified the Government and taken necessary corrective actions when the cost estimate exceeds available funds?

							r ACASS		D. NUMBER
	1. A-E CONTRACT NUMBER					UMBER			
			2.	CONST	RUCTION	CONTRACT NUMBER			
IMPORTANT: Be sure to com	plete back of	form. If additional	space	is necessary f	or any ite	em, use Rem	arks se	ction on	back.
3. TYPE OF EVALUATION						4.	PROJEC NUMBE	R	5. DELIVERY ORDER NO.(S)
a. PHASE OF COMPLETION	b. COMPLETION	- ENGINEERING -		L, TEF	F APPLICATE RMINATION				(if applicable)
6. NAME AND ADDRESS OF	DESIGN A-F CONTRAC	SERVICES	CONSTR	7a. PROJEC	plain in Ren		ON		
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				7b. DESCRIPTIO	ON OF PRO	JECT IF NOT E	(PLAINEL	BY TITLE	
8. NAME, ADDRESS AND PHO	ONE NUMBER	OF OFFICE RESPO	NSIBLI	E FOR:					
a. SELECTION OF A-E CONTRACTO	R			b. NEGOTIATIO	N/AWARD	OF A-E CONTE	ACT		
c. ADMINISTRATION OF A-E CONTR	RACT			d. ADMINISTRA	ATION OF C	CONSTRUCTION	CONTRA	ACT	
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A-E CONTRACT DATA (Item     a. TYPE OF WORK (Design, study, e)		not applicable during co	onstruct	b. TYPE OF CO					TE QUANTITY (ID/IQ)
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c. PROJECT COMPLEXITY		OR TASK ORDER AMO							
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	\$		NO.		AMOUNT \$			\$	
e. CONTRACT OR TASK ORDER A	-	f. NEGOTIATED CON	TRACT	OR TASK ORDER		g. ACTUAL C	ONTRAC	-	SK ORDER
		COMPLETION DAT (Including extension		imber of days)		COMPLET	ON DAT	E (or numb	ber of days)
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10. CONSTRUCTION CONTRA		t applicable at completi D CONSTRUCTION CO		esign or engineerin					
a. CONSTRUCTION COSTS	\$	D CONSTRUCTION CO	151	AWARDED	TE FOIL DI	D ITEMIO	(3) AW	/ARD AMC	OUNT
b. DATA AT TIME OF CONSTRUCTION COMPLETION				NUMBER TOTAL COST				AL COST	
(Completion date )				NUMBER TOTAL COST					AL 0031
(1) CONSTRUCTION MODIFICAT	IONS						\$		
(2) CONSTRUCTION MODIFICATIONS ARISING FROM DESIGN					ś				
DEFICIENCIES  11. A-E LIABILITY   NO	ONE UN	IDETERMINED	PENDING	\$		SETTLEMI	L		
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TELEPHONE NUMBER:				TELEPHONE	E NUMBER:	:			
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Exception to SF 1421 Approved by GSA/IRMS 11-92. WHS/DIOR, Apr 99

16. QUALITY OF A-E SERVICES BY DISCIPL	T				00/10/11	- 5 or pre				
a. DISCIPLINES (If applicable)	EXCEP-		SIGN/SERVI		UNSATIS-	EXCEP-		ONSTRUCTI		LUNSATIS
	TIONAL	GOOD	FACTORY	MARGINAL	FACTORY	TIONAL	GOOD	FACTORY	MARGINAL	FACTORY
Architectural	—									
Structural	+									-
Civil Mechanical	+									-
Electrical										-
Fire Protection	+									-
Surveying, Mapping, & Geospatial Information Svcs.	+									-
Cost Estimating	+									
Value Engineering	+									
Environmental Engineering	+									
Geotechnical Engineering	+									<del> </del>
Master Planning	+									
Hydrology										
Chemical Engineering										
Geology										
Chemistry										
Risk Assessment										
Safety/Occupational Health										
Hydrographic Surveying										
17. DESIGN PHASE OR ENGINEERING SERVI				Evaluation		16b. DIS	CIPLINE,	NAME A	ND ADDR	RESS OF
ATTRIBUTES (If applicable)	TIONAL	GOOD	FACTORY	MARGINAL	FACTORY	KE	Y CONS	JLTANT(8	S) (If appl	licable)
Thoroughness of Site Investigation/Field Analysis						1				
Quality Control Procedures and Execution	1					1				
Plans/Specs Accurate and Coordinated						1				
Plans Clear and Detailed Sufficiently						1				
Management and Adherence to Schedules						1				
Meeting Cost Limitations						1				
Suitability of Design or Study Results	1					1				
Solution Environmentally Suitable						1				
Cooperativeness and Responsiveness						1				
Quality of Briefing and Presentations	1					1				
Innovative Approaches/Technologies						1				
Implementation of Sm. Business Subcontracting Plan						]				
18. HOW MANY 100% FINAL RESUBMITTA PERFORMANCE?	LS WERE	REQUIRE	D BECAU	SE OF PO	OR A-E					
19. CONSTRUCTION PHASE (Quality of A-E	Services E	valuation	)			1				
ATTRIBUTES (If applicable)	TIONAL	GOOD	FACTORY	MARGINAL	FACTORY	1				
Plans Clear and Detailed Sufficiently	HONAL	GOOD	PACIONI		PACIONI	1				
Drawings Reflect True Conditions	+	<b> </b>				1				
Plans/Specs Accurate and Coordinated	+	<del>                                     </del>				1				
Design Constructibility	+					1				
Cooperativeness and Responsiveness	+					1				
Timeliness and Quality of Processing Submittals	+					1				
Product & Equipment Selections Readily Available	+					1				
Timeliness of Answers to Design Questions	+					ł				
Field Consultation and Investigations	+					1				
Quality of Construction Support Services	+					1				
	+	<u> </u>				1				
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20 RFMARKS (Attach additional sheet(s) or docume	ntation if ne	ressarvi				•				
20. REMARKS (Attach additional sheet(s) or docume	ntation if ned	cessary)		<u> </u>		ı				
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A3-2

# Instructions for Completing a DD Form 2631 (Architect-Engineer)

The Architect-Engineer Evaluation form is designed to evaluate prime contractor performance. However, for those performance elements where a subcontractor performs a significant amount of work or their actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor's DUNS number, name, address, and the specific actions taken in Block 20, Remarks.

- A3.1 DUNS. Enter the prime A-E contractor's DUNS or DUNS+4 number. MANDATORY The Data Universal Numbering System (DUNS) is a unique nine-character company identification number issued by Dun & Bradstreet. To verify or locate a DUNS number for the firm in the Central Contractor Registration (CCR), visit: https://www.bpn.gov/CCRSearch/Search.aspx.
- A3.2 **Block 1 A-E Contract Number.** Enter the A-E contract number (*no dashes or spaces*) as identified on the contract being evaluated. <u>MANDATORY</u>
- A3.3 **Block 2 Construction Contract Number.** Enter the Construction contract number (*no dashes or spaces*) as identified on the contract being evaluated. <u>MANDATORY</u> if Block 3b Completion is Construction.
- A3.4 **Block 3a Phase of Completion.** Indicate whether the evaluation is an Interim, or Final phase of completion. <u>MANDATORY</u> Interim evaluations are replaced by subsequent Interim or Final evaluations for the same contract/order number.
- Interim A cumulative, interim evaluation will be prepared at least annually for a contract or task order with a contract term anticipated to exceed 18 months. An interim evaluation will be prepared when a firm's overall performance (Block 12) is "unsatisfactory." Any interim "unsatisfactory" evaluations and a summary of any actions the firm took to remedy the deficiencies shall be recorded in Block 20, "Remarks" of the final evaluation. An interim evaluation can be prepared at other times, as appropriate, at the Government's discretion. Percentage is MANDATORY if this is an interim evaluation.
- **Final** A final performance evaluation will be completed upon contract completion or termination. The final performance evaluation replaces interim evaluations and should summarize significant information from the interim evaluations(s).

#### A3.5 **Block 3b – Completion Type.** Select one. MANDATORY

- **Design** If the A-E services are for design of construction.
- **Engineering Services** If the A-E services are not directly associated with the design of a construction project.
- Construction For the evaluation of A-E services after completion of construction.

A3.6 **Block 3c – Termination Type.** Indicate reason for termination, if applicable.

- Convenience Convenience is when the Contracting Officer decides that termination is in the best interest of the government. In instances of termination for convenience the contractor performed to the contractual requirements or the contractor's non-performance/failure to perform was excusable.
- **Default** Default occurs when the Contractor fails to perform their contractual obligations and fails to cure the default.
- Select None if not applicable.

**Note:** If a contract is terminated for convenience or default, a brief explanation of the circumstances should be provided in Remarks, Block 20.

A3.7 Block 4 – Project Number. Provide the project number and/or solicitation number, if applicable, exactly as shown in the public announcement or agency request for this contract. (*No dashes or spaces if entering a solicitation number*). If a project number has not been assigned (some Operation & Maintenance (O&M) projects for example) leave this block blank.

For the United States Army Corps of Engineers (USACE), if the project was input into Programs & Project Management Software System - PROMIS Phase II (P2), use the P2 project number or ask the Project Manager for the number.

- A3.8 **Block 5 Delivery Order Number(s).** Provide the delivery/task order number(s) if the evaluation is to be completed for a specific order number. If the evaluation is not an Indefinite Delivery Indefinite Quantity (IDIQ) contract or if the evaluation is to be completed at the contract level, then this field is N/A.
- A3.9 **Block 6 Name and Address of Contractor.** Indicate name and address of the prime A-E Contractor or Joint Venture being evaluated. <u>MANDATORY</u>

**Note:** State and Zip are only required if the country is U.S.A. When the prime A-E contractor is located outside the U.S.A., enter the Province in the State field, if applicable.

A3.10 **Block 7a – Project Title and Location.** Indicate the Project Title and Location (including geographical reference) of project (maximum 75 characters, including spaces and punctuation). MANDATORY

For USACE, if the project was submitted to P2, use the official project name from P2.

Example: FEATHER RIVER, SUTTER COUNTY, CA

A3.11 **Block 7b** – **Description of Project.** Provide a brief description of the project only if not explained by the project title and location.

#### A3.12 Block 8 – Name and Address of Office Responsible For:

- **a. Selection of A-E Contractor.** Indicate the Name, Address and Commercial phone number of the office responsible for Selection of A-E Contractor. <u>MANDATORY</u>
- **b. Negotiation/Award of A-E Contract.** Indicate the Name, Address, and Commercial phone number of the office responsible for Negotiation/Award of A-E Contract. Name and Address are MANDATORY if Block 3b Completion is Design or Engineering Services.
- **c. Administration of A-E Contract.** Indicate the Name, Address, and Commercial phone number of the office responsible for Administration of the A-E Contract. Name and Address are MANDATORY if Block 3b Completion is Design or Engineering Services.
- **d. Administration of Construction Contract.** Indicate the Name, Address, and Commercial phone number of the office responsible for Administration of Construction Contract. Name and Address are <u>MANDATORY</u> if Block 3b Completion is Construction.

Example: NRCC, FORT EUSTIS, VA USACE-MOBILE Phone: 555-555-555.

- A3.13 **Block 9 A-E Contract Data.** (*Items 9d thru 9g are not applicable for evaluations prepared after completion of construction unless there are modifications to the A-E contract*).
- **9a. Type of Work Performed by A-E.** Provide the type of work performed. For example: Design, Study, Surveying, Land Surveying, Dam Monitoring, Etc. <u>MANDATORY</u> if Block 3b Completion is Design or Engineering Services.
- **9b. Type of Contract.** Indicate the type of Contract. <u>MANDATORY</u> if Block 3b Completion is Design or Engineering Services.

**Firm Fixed-Price** - A firm-fixed-price contract establishes a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

**Cost Reimbursement -** Cost-reimbursement contracts provide for payment of allowable incurred costs, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the contractor may not exceed (except at its own risk) without the approval of the Contracting Officer.

**Indefinite Delivery/Indefinite Quantity (IDIQ)** and **Task Order under IDIQ** - Types of contracts that are used to acquire supplies and/or services when the exact times and/or quantities of future deliveries are not known at the time of contract award. IDIQ contracts are also known as Delivery Order contracts or Task Order contracts.

**Other** (specify) - There are a variety of other contract types. If other type of contract is used it is <u>MANDATORY</u> to state the other type in the field provided.

**9c. Project Complexity.** MANDATORY if Block 3b Completion is Design or Engineering Services.

**Difficult** - If the complexity factor is high. For example: design of nuclear chemistry laboratory or the design of the remediation of a very unusual and complex hazardous waste site.

**Routine -** If the complexity factor is low. For example: design of simple road repaving or routine boundary survey verification.

- **9d. Contract or Task Order Amount.** ENTER WHOLE DOLLAR AMOUNTS ONLY; DO NOT USE COMMAS, DECIMALS OR DOLLAR SIGNS.
- (1) Initial fee Initial fee should include the basic contract or order number amount plus any options awarded at the time of the contract award. Do not include contract or order number modifications in the initial fee amount. MANDATORY
- (2) Contract or Task Order Modifications Enter the number of contract or order modifications that increase or decrease the contract value. Also enter the total dollar amount of the modifications. Use a leading minus '-' to denote negative dollar values.
- (3) Total Fee Total fee is the sum of the initial fee and the modifications. MANDATORY
- **9e. 9g. Significant Dates.** (All dates must be in MM/DD/YYYY Format)
- **e. Contract or Task Order Award Date -** Provide the date the contract or order is awarded. MANDATORY
- **f. Negotiated Contract or Task Order Completion Date -** Report the Negotiated Contract or order Completion date. If applicable, include authorized contract extensions. <u>MANDATORY</u>
- **g. Actual Contract or Task Order Completion Date -** Enter the actual date all work for the contract or order is complete. MANDATORY if block 3a. Phase of Completion is Final.
- A3.14 **Block 10 Construction Contract Data.** (not applicable at completion of design or engineering services not involving construction.)
- **10a. Construction Costs.** Provide the Authorized Construction Cost, A-E Estimate for Bid Items and the Award Amount. These are not applicable at completion of design or engineering services not involving construction. Authorized Construction Cost and Award Amount are <u>MANDATORY</u> if Block 3b Completion is Construction.
- (ENTER WHOLE DOLLAR AMOUNTS ONLY; DO NOT USE COMMAS, DECIMALS OR DOLLAR SIGNS).
- **10b. Date at Time of Construction Completion.** (*MM/DD/YYYY*) Completion Date is MANDATORY if Block 3b Completion is Construction.
- **10b (1). Construction Modifications.** The total number of modifications and dollars of all construction modifications. Do NOT enter the number of a specific modification.
- **10b** (2). Construction Modifications Arising from Design Deficiencies. The total number of modifications and dollars of all modifications arising from design deficiencies. Do NOT enter the number of a specific modification. Use a leading minus sign '-' to denote negative dollar values. (ENTER WHOLE DOLLAR AMOUNTS ONLY; DO NOT USE COMMAS, DECIMALS OR DOLLAR SIGNS). Blocks 10b thru 10b(2) are not applicable at completion of design or engineering services not involving construction.

A3.15 **Block 11** – **A-E Liability.** Indicate status of A-E liability at time of completing the evaluation. See FAR Subpart 36.608 excerpt below for guidance. <u>MANDATORY</u>

**None** – Select "None" if there are no known deficiencies, or if there are known deficiencies and the contracting officer has decided not to take action. If None is selected, no dollar value will be entered in the Pending or Settlement fields.

**Undetermined** – Select "Undetermined" if there are deficiencies and a determination of liability has not been made. Explain in Block 20, Remarks. If Undetermined is selected, no dollar value will be entered in the Pending or Settlement fields.

**Pending** – Select "Pending" if the contracting officer has determined that action will be taken to recover damages from the A-E firm. Enter the dollar value of the damages in the Pending field only.

**Settlement** – Select "Settlement" if a liability case(s) against the A-E firm has been settled. Enter the dollar value recovered in the Settlement field only.

**Both** – Select "Both" to indicate that "Pending" and "Settlement" apply and enter the dollar value in the Pending AND Settlement fields.

**Note:** Use Block 20, Remarks, to explain and clarify the specific circumstances regarding the A-E Liability.

(ENTER WHOLE DOLLAR AMOUNTS ONLY; DO NOT USE COMMAS, DECIMALS OR DOLLAR SIGNS).

Note: FAR Subpart 36.608 – Liability for Government Costs Resulting from Design Errors or Deficiencies. Architect-Engineer contractors shall be responsible for the professional quality, technical accuracy, and coordination of all services required under their contracts. A firm may be liable for Government costs resulting from errors or deficiencies in designs furnished under its contract. Therefore, when a modification to a construction contract is required because of an error or deficiency in the services provided under an architect-engineer contract, the contracting officer (with the advice of technical personnel and legal counsel) shall consider the extent to which the architect-engineer contractor may be reasonably liable. The contracting officer shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Government's interest. The contracting officer shall include in the contract file a written statement of the reasons for the decision to recover or not to recover the costs from the firm.

A3.16 **Block 12** – **Overall Rating.** The Architect-Engineer Evaluation form is designed to evaluate prime contractor performance. However, for those performance elements where a subcontractor performs a significant amount of work or their actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor's DUNS, name, address, and the specific actions taken in Block 20, Remarks. For "Design-Build" contracts, the evaluation of the design work will be included as part of the Construction evaluation (DD Form 2626) and will not require the completion of an Architect-Engineer evaluation (DD Form 2631). The ratings given by the Government should reflect how well the contractor met the cost, schedule and performance requirements of the contract and the business relationship. MANDATORY

- A3.17 **Block 13 Recommended for Future Contracts.** Make the appropriate selection, self-explanatory. If No or Conditionally are selected, document in Block 20, Remarks. <u>MANDATORY</u> if Block 3a, Phase of Completion, is Final.
- A3.18 **Block 14a 14c Rating Official.** The Assessing/Rating Official should have personal knowledge of the contractor's performance. The Assessing Official enters their Name, Title, and Organization, Commercial Telephone Number, FAX Number and Email Address. The Name, Title, Organization, and Commercial Telephone Number are <u>MANDATORY</u>. The date is system generated.
- A3.19 **Block 15a 15c Reviewing Official.** The Reviewing Official should have knowledge of the contractor's performance and normally be at a higher organizational level than the Assessing Official. The Reviewing Official enters their Name, Title, Organization, Commercial Telephone Number, FAX Number, and Email Address after the contractor has reviewed, concurred and/or replied with a rebuttal statement of performance review. Name, Title, Organization, and Commercial Telephone Number are MANDATORY. The Date is system generated.
- A3.20 **Blocks 16 19 Evaluation Areas.** Evaluates the prime contractor's performance with respect to each rated element. See <u>Attachment 2</u>, Guidance for Documenting Contractor Performance Evaluations. However, for those performance elements where a subcontractor performs a significant amount of work or their actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor's DUNS, name, address, and the specific element and actions taken in Block 20, Remarks. It is <u>MANDATORY</u> that the Assessing Official rate at least one item in blocks 16a (design/services) and 17 when evaluating the design or engineering services phases. When evaluating the construction phase, at least one item in blocks 16a (construction) and 19 must be rated.
- Block 16a Disciplines
- Block 16b Discipline, Name and Address of Key Consultants Complete if applicable.
- Block 17 Design Phase or Engineering Services
- Block 18 This should be completed for design/services, but not used for construction evaluations.
- Block 19 Construction Phase

## A3.21 **Block 20 – Small Business Utilization.** Answer the following questions: MANDATORY.

- Does this contract include a subcontracting plan?
- Is small business subcontracting under this contract included in a comprehensive small business subcontracting plan?
- Is small business subcontracting under this contract included in a commercial small business subcontracting plan?
- Date of last Individual Subcontracting Report (ISR) or SF294 / Summary Subcontracting Report (SSR) put in other guides

**Rating Remarks**. The Assessing Official will enter comments in Block 20, <u>MANDATORY</u>. Note for Rater: Whenever a subcontractor performs a significant amount of work or their actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor's DUNS, name, address and the specific element and actions taken in

Block 20, Remarks. Provide a narrative with sufficient detail to assist selection officials in assessing the applicability of the contractor's past performance relative to the acquisition at hand. The narratives are critical and necessary to establish that the ratings are credible and justifiable. These narratives need not be lengthy. Performance successes or problems should be documented. Include a description of the problems or successes experienced; and assessment of whether the problems were caused by the contractor, the Government or other factors; and how well the contractor worked with the Government to resolve the problems. For Interim evaluations, the remarks should explain why the Interim evaluation was issued. If the interim evaluation was issued because of unsatisfactory performance, indicate what contractor actions were taken to resolve the unsatisfactory rating or problem. Emphasize key milestone events and major modification(s) to the contract during this period.

Contractor Representative. (This block only appears on performance evaluations prepared and routed within ACASS). The Contractor Representative reviewing the evaluation indicates Name, Title, Telephone Number, FAX Number and Email Address prior to returning it to the Assessing Official. Name, Title, and Telephone Number are MANDATORY. The Contractor Representative must also make a selection from the drop box indicating whether or not they concur with the Government's evaluation of their performance. If "I do not concur..." is selected, reason(s) for non-concurrence should be provided in the Remarks block. Remarks are MANDATORY regardless of concurrence.

**Reviewing Official**. The Reviewing Official enters their Name, Title, Organization, and Telephone Number, FAX Number, Email Address and must acknowledge consideration of any significant discrepancies between the Assessing Official's evaluation and the contractor's remarks, MANDATORY.

## **List of Acronyms**

- A -	
ACASS	Architect-Engineer Contract Administration Support System
A-E	Architect-Engineer
AIS	Automated Information System
ANC	Alaska Native Corporation
AO	Assessing Official
AOR	Assessing Official Representative
- B -	
BAR	Business Analysis Reports
- C -	
CCASS	Construction Contractor Appraisal Support System
CCR	Central Contractor Registration
CPARS	Contractor Performance Assessment Reporting System
- D -	
DD (DoD)	Department of Defense
DFARS	Defense Federal Acquisition Regulation Supplement
DUNS	Data Universal Numbering System (Dun & Bradstreet)
- E -	
- F -	
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
FOUO	For Official Use Only
FP	Focal Point
- G -	
- H -	

HUBZone	Historically Underutilized Business Zone
- I -	
IDIQ (ID/IQ)	Indefinite-Delivery Indefinite-Quantity
- J -	
- K -	
- L -	
- M -	
- N -	
NAICS	North American Industrial Classification System
- O -	
O&M ORCA	Operation & Maintenance Online Representations and Certifications Application
- P -	
P2 PPI PPIRS	Programs & Project Management Software System - PROMIS Phase II Past Performance Information Past Performance Information Retrieval System
- R -	
RO	Reviewing Official
- S -	
SB SDB SDVOSB	Small Business Small Disadvantaged Business Service Disabled Veteran Owned Small Business

SF SIC	Standard Form Standard Industry Classification Code
	Standard Industry Classification Code
- T -	
- U -	
USACE	United States Army Corps of Engineers
- V -	
VOSB	Veteran-Owned Small Business
- <b>W</b> -	
WOSB	Women-Owned Small Business
- X -	
- Y -	
- Z -	